

RECORDATION NO. **20000-F+G**

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.

SEP 27 1996 12 05 PM

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

September 27, 1996

Under file
Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of each of the following secondary documents: Lease Supplement No. 3 and Indenture Supplement No. 3, both dated September 27, 1996.

The enclosed documents relate to the Equipment Lease Agreement previously filed with the Board under Recordation Number 20200.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement No. 3

Lessor: Fleet National Bank
One Federal Street
Boston, Massachusetts 02110-2010

Lessee: Central Soya Company, Inc.
110 West Berry Street
Fort Wayne, Indiana 46802

Mr Vernon A. Williams
September 27, 1996
Page 2

Indenture Supplement No. 3

Owner Trustee Fleet National Bank
One Federal Street
Boston, Massachusetts 02110-2010

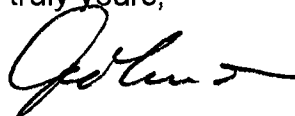
Indenture Trustee: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to Lease Supplement No. 3

Also enclosed is a check in the amount of \$44.00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W Alvord

RWA/bg
Enclosures

RECORDATION NO. 20200-F
SEP 27 1996 12 05 PM
INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 3

(Central Soya Company Equipment Trust 1996)

Dated September 27, 1996

Between

FLEET NATIONAL BANK,

not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the Trust Agreement
dated as of July 15, 1996, between the Owner Participant and
Fleet National Bank in its individual capacity

Lessor,

and

CENTRAL SOYA COMPANY, INC.,

Lessee

THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN COUNTERPARTS. TO THE EXTENT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER WITHIN THE MEANING OF ANY APPLICABLE UNIFORM COMMERCIAL CODE PROVISION, NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART, WHICH SHALL BE IDENTIFIED FOR SUCH PURPOSES AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY THE INDENTURE TRUSTEE ON THE SIGNATURE PAGE THEREOF.

FILED WITH THE SURFACE TRANSPORTATION BOARD PURSUANT TO 49.U.S.C. § 11301 ON SEPTEMBER ____, 1996, AT ____ A.M. RECORDATION NUMBER: 20200-D AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 90 OF THE RAILWAY ACT OF CANADA ON SEPTEMBER ____, 1996.

20200-F
DOCS_NY #12758 v8 /99#001.DOC

LEASE SUPPLEMENT NO. 3

(Central Soya Company Equipment Trust 1996)

This LEASE SUPPLEMENT NO. 3 , dated September 27, 1996, is entered into between FLEET NATIONAL BANK, a national banking association, not in its individual capacity, but solely as trustee under the Trust Agreement that creates the trust identified under the title hereof, and CENTRAL SOYA COMPANY, INC., an Indiana corporation.

A. The Lessor and the Lessee have heretofore entered into the Lease to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes and upon the terms and conditions set forth in Sections 2(b) and/or 28(b) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of July 15, 1996, among Central Soya Company, Inc., Fleet National Bank, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. The Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from the Lessor, the Equipment described in Schedule I to this Lease Supplement, which shall hereafter constitute a part of the Equipment and be subject to the Lease (in accordance with Section 2(a) thereof).

3. The Lessee has had an opportunity to inspect, and has inspected, each Item of Equipment described in Schedule I hereto.

4. The Transaction Costs are \$30,216.00.

5. The Basic Term Commencement Date for the Equipment described in Schedule I is December 30, 1996.

6. The Basic Lease Term for the Equipment described in Schedule I shall end on June 30, 2017.

7. The EBO Date for the Equipment listed on Schedule I is September 30, 2011.

8. The Equipment Cost of the Equipment is set forth in Schedule I attached hereto.

9. Basic Rent due on the date of this Lease Supplement for the Equipment described herein equals the product of the Equipment Cost for such Equipment and 0.063632%. Schedule I attached hereto sets forth the Basic Rent Factors (with respect to Rent Payment Dates after the

Funding Date) and the percentages for determining the Stipulated Loss Value, Termination Value and EBO Price for each Item of Equipment delivered and accepted under the Lease and as may be necessary, and, as provided in Section 9.6(b) of the Participation Agreement, amends Schedule II to the Participation Agreement with respect to those values.

10. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. To the extent that this Lease Supplement constitutes chattel paper, within the meaning of any applicable Uniform Commercial Code provision no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart other than the original executed counterpart, which shall be identified for such purposes as the counterpart containing the receipt therefor executed by the Indenture Trustee on the signature page thereof.

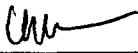
11. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

12. This Lease Supplement shall in all respects be governed by and construed in accordance with the State of New York without regard to principles of conflicts of law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

FLEET NATIONAL BANK,
not in its individual capacity, except as otherwise
expressly provided for in the Lease, but solely as
trustee under the Trust Agreement dated as of
July 15, 1996 between the Owner Participant and
Fleet National Bank in its individual capacity

By: 
Name: CHI C. MA
Title: ASSISTANT VICE PRESIDENT

CENTRAL SOYA COMPANY, INC.

By: _____
Name: _____
Title: _____

Attachment

[STB ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On, this 16th day of September, 1996, before me personally appeared Chi' Man, to me known, who, being by me duly sworn, did depose and say that he is a Assistant Vice President of FLEET NATIONAL BANK, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Jane M. Bishop
Notary Public in and for
the Commonwealth Of Massachusetts

My Commission Expires:

JANE M. BISHOP
Notary Public
My Commission Expires March 29, 2002

[REGISTRAR GENERAL ACKNOWLEDGMENT]

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this ____ day of September, 1996, before me personally appeared _____, to me personally known, being by me duly sworn, says that he is a _____ of FLEET NATIONAL BANK (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.

**Notary Public in and for
the Commonwealth Of Massachusetts**

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

FLEET NATIONAL BANK,
not in its individual capacity, except as otherwise
expressly provided for in the Lease, but solely as
trustee under the Trust Agreement dated as of
July 15, 1996 between the Owner Participant and
Fleet National Bank in its individual capacity

By: _____
Name: _____
Title: _____

CENTRAL SOYA COMPANY, INC.

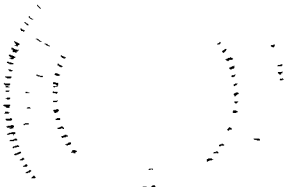
By: TERRENCE E. QUINLAN
Name: TERRENCE E. QUINLAN
Title: SECRETARY

Attachment

[STB ACKNOWLEDGMENT]

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

This instrument was acknowledged before me on SEPTEMBER 18, 1996, by TERENCE E. QUINLAN, SECRETARY of CENTRAL SOYA COMPANY, INC., an Indiana corporation.

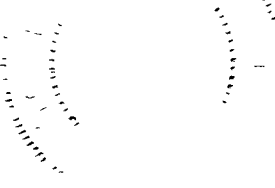

Sue E. Haycox
Notary Public in and for
the State of Indiana

SUE E. HAYCOX, Notary Public
Allen County, State of Indiana
My Commission Expires February 15, 1998

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

On this 18th day of September, 1996 before me personally appeared TERENCE E. QUINLAN to me personally known, being by me duly sworn, says that he is the SECRETARY of CENTRAL SOYA COMPANY, INC. (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.


Sue E. Haycox
Notary Public in and for
the State of Indiana

SUE E. HAYCOX, Notary Public
Allen County, State of Indiana
My Commission Expires February 15, 1998

SCHEDULE I
to
LEASE SUPPLEMENT NO. 3

(Central Soya Company Equipment Trust 1996)

(Pursuant to Clause 2 of the Lease Supplement): The Equipment consists of the 100-ton covered hopper cars, 5,400 cubic foot capacity, manufactured by Thrall Car Manufacturing Company, as more particularly described on Schedule A attached hereto.

(Pursuant to Clause 8 of the Lease Supplement)

The aggregate Equipment Cost for the Equipment is \$10,541,130.00.

(Pursuant to Clauses 9 of the Lease Supplement)

See Annex A attached hereto.

The EBO Price is 59.42% of Equipment Cost.

DESCRIPTION OF EQUIPMENT

<u>Funding Date</u>	<u>Number of Items</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Unit Numbers</u>
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12642
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12660
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12664
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12666
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12670
September 27, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12672 - CSYX 12673, both inclusive
September 27, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12677 - CSYX 12678, both inclusive
September 27, 1996	87	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12680 - CSYX 12766, both inclusive
September 27, 1996	69	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12768 - CSYX 12836, both inclusive

DESCRIPTION OF EQUIPMENT

<u>Funding Date</u>	<u>Number of Items</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Unit Numbers</u>
September 27, 1996	11	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12838 - CSYX 12848, both inclusive
September 27, 1996	6	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12850 - CSYX 12855, both inclusive
September 27, 1996	18	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12857 - CSYX 12874, both inclusive

in each case, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

The Funding Date for the Equipment described on this Schedule A is September 27, 1996.

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 3**

Termination and Stipulated Loss Values

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
March 30, 2007	79.2388199
June 30, 2007	78.2979846
September 30, 2007	77.3604650
December 30, 2007	76.4211320
March 30, 2008	75.4799878
June 30, 2008	74.5324995
September 30, 2008	73.5803288
December 30, 2008	72.6477953
March 30, 2009	71.7049595
June 30, 2009	70.7589592
September 30, 2009	69.8164363
December 30, 2009	68.8772920
March 30, 2010	67.9395319
June 30, 2010	66.9981865
September 30, 2010	66.0668230
December 30, 2010	65.1206210
March 30, 2011	64.1527133
June 30, 2011	63.1558179
September 30, 2011	62.1432082
December 30, 2011	61.1075918
March 30, 2012	60.0483558
June 30, 2012	58.9580998
September 30, 2012	57.8499904
December 30, 2012	56.7188899
March 30, 2013	55.5578072
June 30, 2013	54.3861759
September 30, 2013	53.2208462
December 30, 2013	52.0548814
March 30, 2014	50.8877489
June 30, 2014	49.7140978
September 30, 2014	48.5491044
December 30, 2014	47.3853498
March 30, 2015	46.2229423
June 30, 2015	45.0555138
September 30, 2015	43.8887824
December 30, 2015	42.7478809
March 30, 2016	41.5994767
June 30, 2016	40.4534798
September 30, 2016	39.3397462
December 30, 2016	38.2005343
March 30, 2017	37.0589022
June 30, 2017	36.0000000

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 3**

Rental Factors

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
September 30, 1996	1.9083380
December 30, 1996	1.9116927
March 30, 1997	1.9116927
June 30, 1997	1.9116927
September 30, 1997	1.9116927
December 30, 1997	1.9116927
March 30, 1998	1.9116927
June 30, 1998	1.9116927
September 30, 1998	1.9116927
December 30, 1998	1.9116927
March 30, 1999	1.9116927
June 30, 1999	1.9116927
September 30, 1999	1.9116927
December 30, 1999	1.9116927
March 30, 2000	1.9116927
June 30, 2000	1.9116927
September 30, 2000	1.9116927
December 30, 2000	1.9116927
March 30, 2001	1.9116927
June 30, 2001	1.9116927
September 30, 2001	1.9116927
December 30, 2001	1.9116927
March 30, 2002	1.9116927
June 30, 2002	1.9116927
September 30, 2002	1.9116927
December 30, 2002	1.9116927
March 30, 2003	1.9116927
June 30, 2003	1.9116927
September 30, 2003	1.9116927
December 30, 2003	1.9116927
March 30, 2004	1.9116927
June 30, 2004	1.9116927
September 30, 2004	1.9116927
December 30, 2004	1.9116927
March 30, 2005	1.9116927
June 30, 2005	1.9116927
September 30, 2005	1.9116927
December 30, 2005	1.9116927
March 30, 2006	1.9116927
June 30, 2006	1.9116927
September 30, 2006	1.9116927
December 30, 2006	1.9116927
March 30, 2007	1.9116927

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 3**

Rental Factors

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
June 30, 2007	1.9116927
September 30, 2007	1.9116927
December 30, 2007	1.9116927
March 30, 2008	1.9116927
June 30, 2008	1.9116927
September 30, 2008	1.9116927
December 30, 2008	1.9116927
March 30, 2009	1.9116927
June 30, 2009	1.9116927
September 30, 2009	1.9116927
December 30, 2009	1.9116927
March 30, 2010	1.9116927
June 30, 2010	1.9116927
September 30, 2010	1.9116927
December 30, 2010	1.9116927
March 30, 2011	1.9116927
June 30, 2011	1.9116927
September 30, 2011	1.9116927
December 30, 2011	1.9116927
March 30, 2012	1.9116927
June 30, 2012	1.9116927
September 30, 2012	1.9116927
December 30, 2012	1.9116927
March 30, 2013	1.9116927
June 30, 2013	1.9116927
September 30, 2013	1.9116927
December 30, 2013	1.9116927
March 30, 2014	1.9116927
June 30, 2014	1.9116927
September 30, 2014	1.9116927
December 30, 2014	1.9116927
March 30, 2015	1.9116927
June 30, 2015	1.9116927
September 30, 2015	1.9116927
December 30, 2015	1.9116927
March 30, 2016	1.9116927
June 30, 2016	1.9116927
September 30, 2016	1.9116927
December 30, 2016	1.9116927
March 30, 2017	1.9116927